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IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

1. **R.S.A. No. 3396 of 2004 (O & M)**

Date of decision: 29.10.2007

M/s Associates Security & Services Detectives ...Appellant

Versus

Food Corporation of India and others ...Respondents

2. **R.S.A. No. 4676 of 2004 (O & M)**

M/s Associates Security & Services Detectives ...Appellant

Versus

Food Corporation of India and others ...Respondents

CORAM: HON'BLE MR. JUSTICE RAJESH BINDAL

Present: Mr. C.B.Kaushik, Advocate for the appellant.

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RAJESH BINDAL, J.

This order will dispose of two appeals bearing Regular Second Appeal Nos. 3396 and 4676 of 2004 as common questions of law and facts are involved.

The facts are extracted from Regular Second Appeal No. 3396 of 2004.

The plaintiff is in second appeal against the concurrent findings of fact by both the Courts below whereby suit of the plaintiff for declaration was dismissed.

Briefly the facts are that the appellant/plaintiff used to provide Security Gurads to the respondents-Food Corporation of India (for short "the Corporation") on contract basis in different districts situated in the State of Punjab. For that purpose agreement was entered into. The dispute arose in the year 1990 and ultimately the licence of the appellant/plaintiff was cancelled and his security was forfeited vide order dated March 20,

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1991. Simultaneously, the appellant/plaintiff was required to deposit the employees provident fund in respect of Security Guards engaged by him under the provisions of the Employees' (Provident Funds and Miscellaneous Provisions) Act, 1952 (for short "the Act"). However, when the appellant/plaintiff failed in depositing the employees provident fund, the amount due from the appellant was withheld out of salary bill pertaining to District Bathinda. It was this action of the respondents, which was impugned by the appellant.

Both the Courts below did not find any merit in the contentions raised by appellant/plaintiff.

Before this Court, learned counsel for the appellant submitted that the appellant had entered into an agreement with the Corporation for providing Security Guards at different places. On account of non payment of employees provident fund under the Act by the appellant, the recovery was sought to be made for one district against the payment due for the Security Guards provided in another district, which could not be done as separate agreements for each district were entered into. However, I do not find any merit in this contention of the appellant. The appellant was statutorily liable to deposit the amount of provident fund under the provisions of Act and on his failure to do so, as the amount was paid by the respondents with the Employees Provident Fund Organisation, the amount was sought to be recovered from the appellant. Mere fact that there were different agreements for different districts, the appellant will not be absolved from the liability to reimburse the Corporation on account of his statutory liability discharged by them for the simple reason that it is appellant's establishment, which is liable to deposit the amount of provident fund. Different agreements will not make any difference.

Accordingly, I do not find any substantial question of law arises in these appeals, the same are dismissed.

October 29, 2007 **(Rajesh Bindal)**
Pka **Judge**